

			<u> </u>				
LIN	E TABLE		LINE TABLE				
NO.	BEARING	LENGTH	NO.	BEARING	LENGTH		
L1	N40°06'27"W	25.55'	L38	S11°41'11"E	25.00'		
L2	N40°06'27"W	25.14'	L39	S11°42'05"E	12.12'		
L3	N29°05'28"W	3.91'	L40	N11°42'05"W	3.20'		
L4	N48°15'41"W	6.90'	L41	S78°17'55"W	45.21'		
L5	N48°15'41"W	6.90'	L42	N76°22'07"E	30.76'		
L6	N43°15'50"E	35.39'	L43	N13°37'53"W	5.00'		
L7	N43°15'50"E	26.24'	L44	N76°22'07"E	40.45'		
L8	N43°32'27"W	17,25'	L45	S82°12'23"W	16.14'		
L9	S46°27'33"W	10.00'	L46	S07°47'37"E	12.53'		
L10	N43°32'27"W	29.69'	L47	N81°38'50"E	20.69'		
L11	N43°32'27"W	40.68'	L48	S06°43'01"E	22.70'		
L12	S47°34'53"W	28.69'	L49	S82°01'14"W	16.97'		
L13	N34°56'46"W	45.50'	L50	S44°44'57"W	22.21'		
L14	S34°56'46"E	45.50'	L51	N45°14'47"W	9.45'		
L15	N29°08'28"W	14.30'	L52	S06°43'01"E	22.61'		
L16	S59°08'52"W	23.58'	L53	S86°28'20"W	20.00'		
L17	S59°08'52"W	42.60'	L54	N13°30'42"W	39.73'		
L18	S29°08'28"E	37.70'	L55	N02°23'56"E	23.87'		
L19	S11°41'11"E	22.00'	L56	N39°53'52"W	4.95'		
L20	N72°10'41"W	20.30'	L57	N06°17'02"E	19.15'		
L21	N43°15'50"E	10.00'	L58	N09°59'29"W	12.79'		
L22	S46°44'10"E	10.00'	L59	S63°15'15"E	16.02'		
L23	N43°15'50"E	11.64'	L60	N07°50'07"W	8.00'		
L24	S08°10'42"W	37.47'	L61	N83°04'24"E	1.00'		
L25	N81°49'18"W	15.00'	L62	N07°50'07"W	8.84'		
L26	S54°39'31"W	25.00'	L63	N17°13'01"E	0.84'		
L27	N35°20'29"W	10.00'	L64	N78°17'55"E	48.50'		
L28	S54°39'31"W	10.00'	L65	N78°17'55"E	48.50'		
L29	N35°20'29"W	5.00'	L66	S11°42'05"E	11,32'		
L30	S54°39'31"W	15.80'	L67	N78°17'55"E	15.00'		
L31	N43°15'50"E	25.50'	L68	N11°42'05"W	7.71'		
L32	S11°41'11"E	6.10'	L69	N05°46'47"E	13.96'		
L33	S78°18'49"W	10.00'	L70	N03°31'40"W	11.74'		
L34	N11°41'11"W	10.00'	L71	S76°19'15"W	94.94'		
L35	S78°18'49"W	6.85'	L72	S74°29'32"W	167.76'		
L36	N43°15'50"E	24.51'	L73	N76°19'15"E	5.49'		
L37	N11°41'11"W	15,00'					

CURVE TABLE				CURVE TABLE							
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD	NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	110°07'15"	25.00'	48.05'	S39°12'38"E	40.99'	C37	59°19'21"	49.00'	50.73'	N48°39'09"E	48.50'
C2	68°20'16"	44.00'	52.48'	S26°21'43"W	49.42'	C38	92°26'31"	20.50'	33.08'	S00°30'54"E	29.60'
СЗ	13°57'10"	104.00'	25.33'	S67°30'23"W	25.26'	C39	2°12'29"	1470.50'	56.67'	S46°48'36"W	56.67'
C4	49°21'30"	14.25'	12.28'	N45°59'38"E	11.90'	C40	68°20'13"	20.00'	23.85'	S26°21'42"W	22.47'
C5	4°52'17"	2666.29'	226.70'	N09°12'25"W	226.63'	C41	13°57'10"	80.00'	19.48'	S67°30'23"W	19.43'
C6	94°55'40"	20.00'	33.14'	S54°14'06"E	29.47'	C42	95°01'28"	20.00'	33.17'	N58°00'18"W	29.50'
C7	80°41'24"	26.44'	37.23'	N31°28'01"E	34.23'	C43	3°50'32"	2642.29'	177.18'	N08°34'18"W	177.15'
C8	41°34'44"	24.64'	17.88'	N80°32'57"W	17.49'	C44	84°57'06"	20.00'	29.65'	N35°49'31"E	27.01'
C9	82°09'21"	20.00'	28.68'	S37°13'23"W	26.28'	C45	93°53'31"	20.00'	32.77'	S54°45'10"E	29.23'
C10	82°10'07"	44.00'	63.10'	N37°13'46"E	57.83'	C46	0°22'31"	1527.61'	10.00'	S59°40'11"W	10.00'
C11	54°57'01"	74.50'	71.45'	S74°12'40"E	68.74'	C47	7°25'42"	285.00'	36.95'	N82°00'53"E	36.92'
C12	92°26'31"	44.50'	71.80'	S00°30'54"E	64.26'	C48	3°55'25"	1530.00'	104.78'	S57°53'49"W	104.76'
C13	2°16'35"	1494.50'	59.38'	S46°50'39"W	59.37'	C49	2°11'32"	2704.79'	103.49'	N07°28'33"W	103.48'
C14	88°05'23"	20.50'	31.52'	N03°56'15"E	28.50'	C50	6°41'49"	93.00'	10.87'	N10°09'48"W	10.86'
C15	89°13'29"	20.50'	31.92'	S84°43'11"E	28.79'	C51	9°12'49"	43.00'	6.91'	N02°12'29"W	6.91'
C16	6°24'23"	1494.50'	167.10'	S53°52'16"W	167.02'	C52	12°10'14"	107.00'	22.73'	N03°41'11"W	22.69'
C17	65°18'45"	44.50'	50.73'	S89°43'50"W	48.02'	C53	26°59'19"	23.00'	10.83'	N03°43'21"E	10.73'
C18	49°45'15"	20.50'	17.80'	S82°29'25"E	17.25'	C54	25°03'08"	37.00'	16.18'	N04°41'27"E	16.05'
C19	77°28'15"	20.50'	27.72'	N09°35'40"E	25.65'	C55	32°03'45"	37.00'	20.71'	N23°52'00"W	20.44'
C20	65°18'45"	20.50'	23.37'	S89°43'50"W	22.12'	C56	35°20'30"	23.00'	14.19'	N22°13'37"W	13.96'
C21	56°31'49"	44.50'	43,91'	S85°52'42"E	42.15'	C57	10°50'25"	93.00'	17.60'	N00°51'50"E	17.57'
C22	78°48'08"	20.50'	28.19'	N74°44'32"W	26.02'	C58	16°16'31"	57.00'	16.19'	N01°51'13"W	16.14'
C23	44°56'27"	20.00'	15.69'	N06°37'14"W	15.29'	C59	7°56'55"	3310.38'	459.24'	N06°54'15"W	458.88'
C24	85°34'35"	20.00'	29.87'	N58°38'16"E	27.17'	C60	9°35'45"	2694.79'	451.32'	N06°41'02"W	450.79'
C25	30°18'45"	285.00'	150.78'	S63°25'04"E	149.03'	C61	7°55'24"	3330.38'	460.56'	N06°56'41"W	460.19'
C26	13°46'20"	170.00'	40.86'	S41°22'31"E	40.76'	C62	16°44'33"	242.50'	70.86'	N89°10'51"E	70.61'
C27	13°59'49"	230.00'	56.19'	N41°29'16"W	56.05'	C63	86°06'27"	20.00'	30.06'	N35°14'49"E	27.31'
C28	99°13'51"	20.50'	35.50'	S01°07'45"W	31.23'		,				-
C29	6°19'47"	1470.50'	162.45'	S53°54'34"W	162.37'						
C30	83°49'28"	20.50'	29.99'	S89°49'35"W	27.39'						
C31	13°46'20"	200.00'	48.07'	N41°22'31"W	47.96'						
C32	13°46'20"	200.00'	48.07'	S41°22'31"E	47.96'						

S74°58'50"E 283.26'

N37°13'46"E 26.29'

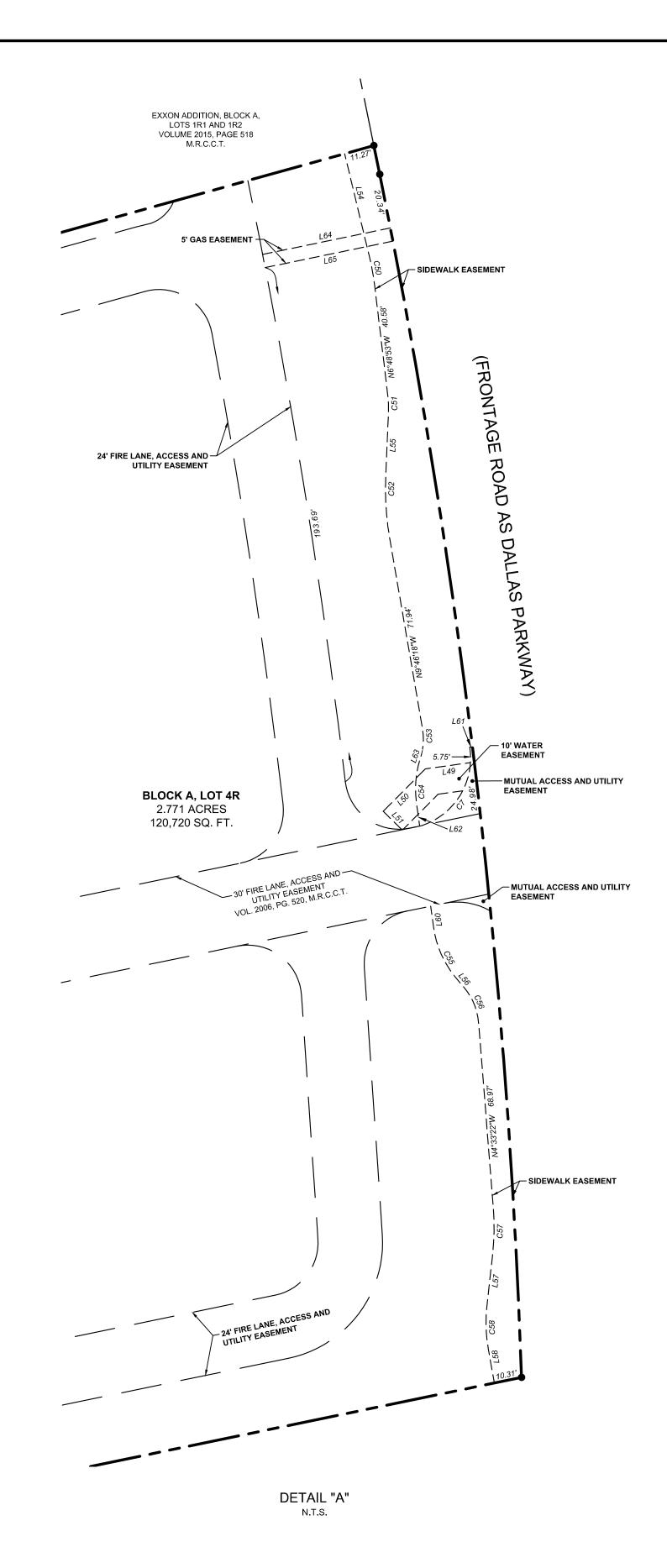
N52°46'37"W

C33 53°26'17" 315.00' 293.79'

C34 97°50'39" 20.00' 34.15'

C35 | 82°10'07" | 20.00' | 28.68' |

C36 54°57'01" 25.50' 24.46'



The purpose of this Replat and Revised Conveyance Plat is to modify the common property line of Lots 3R and 4, Block A of Exxon Addition, and to dedicate easements necessary for the development of Lot 4.

REPLAT **EXXON ADDITION** BLOCK A, LOTS 3R & 4R

8.808 ACRES BEING A REPLAT OF EXXON ADDITION BLOCK A, LOTS 3R AND 4 OUT OF THE JAMES BOLIN SURVEY, ABSTRACT NO. 32 CITY OF FRISCO, COLLÍN COUNTY, TEXAS CITY PROJECT # RP16-0011

5750 Genesis Court, Suite 200 Frisco, Texas 75034 Tel. No. (972) 335-3580 Fax No. (972) 335-3779 FIRM # 10193822

Project No. <u>Scale</u> <u>Drawn by</u> Checked by <u>Date</u> Sheet No. 10/24/2016 2 OF 3 N/A SG KHA 064409101 APPLICANT: Kimley-Horn and Associates, Inc. 5750 Genesis Court, Suite 200 Frisco, Texas 75034 Phone: 972-335-3580 Fax: 972-335-3779 Contact: John Holcomb, P.E. OWNER (LOT 3R):
Whitestone Shops at Starwood, LLC and c/o Whitestone REIT Operating Partnership, LP 2600 South Gessner Road, Suite 500 Houston, Texas 77063 Phone: 713-435-2210 Contact: Christine Mastandrea

SURVEYOR: Kimley-Horn and Associates, Inc. 5750 Genesis Court, Suite 200 Frisco, Texas 75034 Phone: 972-335-3580 Fax: 972-335-3779

Contact: Sylviana Gunawan, R.P.L.S.

OWNER (LOT 4R):
Whitestone Shops at Starwood - Phase III, LLC
c/o Whitestone REIT Operating Partnership, LP
2600 South Gessner Road, Suite 500
Houston, Texas 77063
Phone: 713-435-2210
Contact: Christine Mastandrea

OWNER'S CERTIFICATE STATE OF TEXAS COUNTY OF COLLIN 8 CITY OF FRISCO §

WHEREAS WHITESTONE SHOPS AT STARWOOD, LLC, is the sole owner of 6.036 acre tract of land situated in the James Bolin Survey, Abstract No. 32, City of Frisco, Collin County, Texas and being a Replat of portions of Lot 3R and Lot 4, Block A of Exxon Addition, Lots 3R and 4, according to the Final Plat and Revised Conveyance Plat thereof recorded in Volume 2006, Page 520 of the Map Records of Collin County, Texas, and as corrected by the Certificate of Correction recorded in Instrument No. 20061005001434720 of the Land Records of Collin County, Texas, same being all of the remainder of the tract of land described in a Special Warranty Deed to Whitestone Shops at Starwood, LLC, as recorded in Instrument No. 20111229001408890 of the Official Public Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a point for the northwest corner of said Lot 3R, being on the southeasterly right-of-way line of Lebanon Road and the northeasterly line of Frisco Apartments Addition, according to the plat thereof recorded in Volume 2008, Page 598 of the Map Records of Collin County, Texas, from which a 1/2 inch iron rod found for witness bears South 61°11' East, 0.3 feet;

THENCE in a northeasterly direction, departing the northeasterly line of said Frisco Apartments Addition, along the southeasterly right-of-way line of said Lebanon Road and the northwesterly line of said Lot 3R, with said curve to the right, having a radius of 1,540.00 feet, a delta angle of 17°35'44", an arc distance of 472.93 feet, and a chord bearing North 52°03'13" East, a distance of 471.08 feet to an "X" cut in concrete found for the northerly northeast corner of said Lot 3R, common to the northwest corner of Lot 2R, Exxon Addition, according to the plat thereof recorded in Volume 2006, Page 814 of the Map Records of Collin County, Texas, from which an "X" cut in concrete found for witness bears North 83°20' East, 0.3 foot;

THENCE South 29°08'28" East, departing the southeasterly right-of-way line of said Lebanon Road, along the easterly line of said Lot 3R and the westerly line of said Lot 2R, a distance of 219.64 feet to a point at the beginning of a non-tangent curve to the right for the southwest corner of said Lot 2R, common to an interior corner of said Lot 3R, from which an "X" cut in concrete found for witness bears South 80°36' East, 0.4 foot;

THENCE in a northeasterly direction, along the northwesterly line of said Lot 3R, and the southeasterly line of said Lot 2R, with said curve to the right, having a radius of 1,320.42 feet, a delta angle of 07°58'10", an arc distance of 183.66 feet, and a chord bearing North 64°50'42" East, a distance of 183.51 feet to a point for the southerly northeast corner of said Lot 3R, common to the southeast corner of said Lot 2R, the southwest corner of Exxon Addition, Block A, Lots 1R1 and 1R2, according to the plat thereof recorded in Volume 2015, Page 518 of the Map Records of Collin County, Texas, and the northwest corner of Lot 4, Block A of said Exxon Addition, from which a 5/8 inch iron rod with plastic cap stamped "BGT" found for witness bears North 71°49' East, 0.2 foot:

THENCE South 07°47'37" East, along the westerly line of said Lot 4 and the easterly line of said Lot 3R, a distance of 264.50 feet to a point for corner;

THENCE departing the westerly line of said Lot 4 and the easterly line of said Lot 3R, and crossing said Lot 3R, the following courses:

South 78°18'02" West, a distance of 20.42 feet to a point for corner;

South 11°42'05" East, a distance of 86.20 feet to a point for corner;

North 78°17'55" East, a distance of 5.50 feet to a point for corner;

South 11°42'05" East, a distance of 43.77 feet to a point for corner;

North 78°18'49" East, a distance of 6.05 feet to a point for corner on the easterly line of said Lot 3R and the westerly line of said Lot 4;

THENCE South 07°47'37" East, along the easterly line of said Lot 3R and the westerly line of said Lot 4, a distance of 48.61 feet to a 1/2 inch iron rod found for the southeast corner of said Lot 3R, common to the southwest corner of said Lot 4, same being on the northwesterly line of aforesaid Frisco Apartments Addition;

THENCE South 78°18'49" West, along the southeasterly line of said Lot 3R and the northwesterly line of said Frisco Apartments Addition, a distance of 355.59 feet to a 5/8 inch iron rod with plastic cap (illegible) found for the most southerly corner of said Lot 3R, common to an interior corner of said Frisco Apartments Addition;

THENCE North 46°44'10" West, along the southwesterly line of said Lot 3R and the northeasterly line of said Frisco Apartments Addition, a distance of 489.50 feet to the POINT OF BEGINNING and containing 6.036 acres (262,950 square feet) of land, more or less.

OWNER'S CERTIFICATE

STATE OF TEXAS §

COUNTY OF COLLIN §

CITY OF FRISCO §

WHEREAS WHITESTONE SHOPS AT STARWOOD - PHASE III, LLC, is the sole owner of 2.771 acre tract of land situated in the James Bolin Survey, Abstract No. 32, City of Frisco, Collin County, Texas and being a Replat of portions of Lots 3R and 4, Block A of Exxon Addition, Lots 3R and 4, according to the Final Plat and Revised Conveyance Plat thereof recorded in Volume 2006, Page 520 of the Map Records of Collin County, Texas, and as corrected by the Certificate of Correction recorded in Instrument No. 20061005001434720 of the Land Records of Collin County, Texas, same being all of a tract of land described in a Special Warranty Deed to Whitestone Shops at Starwood - Phase III, LLC, as recorded in Instrument No. 20111229001408900 of the Official Public Records of Collin County, Texas, same also being all of a called 0.042 acre tract of land described in a deed to Whitestone Shops at Starwood - Phase III, LLC, as recorded in Instrument No. 20161021001425040 of the Official Public Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod with plastic cap stamped "Sands" found for the northeast corner of said Lot 4, common to the southeast corner of Exxon Addition, Block A, Lots 1R1 and 1R2, according to the Revised Conveyance Plat thereof recorded in Volume 2015, Page 518 of the Map Records of Collin County, Texas, being on the westerly right-of-way line of Dallas North Tollway, a 300 foot wide right-of-way;

THENCE South 11°28'55" East, along the westerly right-of-way line of Dallas North Tollway and the easterly line of said Lot 4, a distance of 10.91 feet to a 5/8 inch iron rod found at the beginning of a tangent curve to the right;

THENCE in a southeasterly direction, continuing along the westerly right-of-way line of said Dallas North Tollway and the easterly line of said Lot 4, with said curve to the right, having a radius of 2714.79 feet, a delta angle of 09°31'22", an arc distance of 451.21 feet, and a chord bearing South 06°43'13" East, a distance of 450.69 feet to an aluminum disk found for the southeast corner of said Lot 4, common to the northeast corner of Frisco Apartments Addition, according to the Final Plat thereof recorded in Volume 2008, Page 598 of the Map Records of Collin County, Texas;

THENCE South 78°18'49" West, departing the westerly right-of-way line of said Dallas North Tollway, along the southeasterly line of said Lot 4 and the northwesterly line of said Frisco Apartments Addition, a distance of 253.02 feet to a 1/2 inch iron rod found for the southwest corner of said Lot 4, common to the southeast corner of Lot 3R, Block A of said Exxon Addition;

THENCE North 07°47'37" West, departing the northwesterly line of said Frisco Apartments Addition, along the westerly line of said Lot 4 and the easterly line of said Lot 3R, a distance of 48.61 feet to a point for corner:

THENCE departing the westerly line of said Lot 4 and the easterly line of said Lot 3R, and crossing said Lot 3R, the following courses:

South 78°18'49" West, a distance of 6.05 feet to a point for corner;

North 11°42'05" West, a distance of 43.77 feet to a point for corner;

South 78°17'55" West, a distance of 5.50 feet to a point for corner

North 11°42'05" West, a distance of 86.20 feet to a point for corner;

North 78°18'02" East, a distance of 20.42 feet to a point for corner on the easterly line of said Lot 3R and the westerly line of said Lot 4;

THENCE North 07°47'37" West, along the easterly line of said Lot 3R and the westerly line of said Lot 4, a distance of 264.50 feet to a point for the southerly northeast corner of said Lot 3R, common to the southeast corner of Lot 2R, Exxon Addition, according to the plat thereof recorded in Volume 2006, Page 814 of the Map Records of Collin County, Texas, the southwest corner of aforesaid Exxon Addition, Block A, Lots 1R1 and 1R2, and the northwest corner of said Lot 4, from which a 5/8 inch iron rod with plastic cap stamped "BGT" found for witness bears North 71°49' East. 0.2 foot:

THENCE North 74°28'58" East, along the northwesterly line of said Lot 4 and the southeasterly line of said Exxon Addition, Block A, Lots 1R1 and 1R2, a distance of 262.55 feet to the POINT OF **BEGINNING** and containing 2.771 acres (120,720 square feet) of land, more or less.

SURVEYOR'S CERTIFICATION

KNOW ALL MEN BY THESE PRESENTS:

That I, Sylviana Gunawan, do hereby certify that I prepared this plat and the field notes made a part thereof from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision, in accordance with the Subdivision regulations of the City of Frisco, Texas.

Sylviana Gunawan Registered Professional Land Surveyor No. 6461 Kimley-Horn and Associates, Inc. 5750 Genesis Court, Suite 200 Frisco, Texas 75034 Phone 972-335-3580 Fax 972-335-3779



STATE OF TEXAS §

COUNTY OF COLLIN §

BEFORE ME, the undersigned, a Notary Public in and for The State of Texas, on this day personally appeared Sylviana Gunawan, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 20____.

Notary Public, State of Texas



NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, WHITESTONE SHOPS AT STARWOOD, LLC, acting herein by and through its duly authorized officers, does hereby certify and adopt this plat designating the herein above described property as EXXON ADDITION, BLOCK A, LOT 3R, an addition to the City of Frisco, and does hereby dedicate to the public use forever, the streets and alleys shown WHITESTONE SHOPS AT STARWOOD, LLC, does herein certify the following:

- 1. The streets and alleys herein are dedicated in fee simple for street and alley purposes.
- 2. All public improvements and dedications shall be free and clear of all debt, liens, and/or encumbrances.
- 3. The easements and public use areas, as shown and created by this plat, are dedicated for the public use forever for the purposes indicated on this plat.
- 4. No buildings, fences, trees, shrubs or other improvements or growths shall be constructed or placed upon, over or across the easements as shown, except that landscape improvements may be place in landscape easements if approved by the City of Frisco.
- 5. The City of Frisco is not responsible for replacing any improvements in, under, or over any easements caused by maintenance or repair.
- 6. Utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and City of Frisco's use thereof.
- may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in the easements. 8. The City of Frisco and public utilities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing,

7. The City of Frisco and public utilities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs or other improvements or growths which

- inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time procuring permission from
- 9. All modifications to this document shall be by means of plat and approved by the City of Frisco.

ACCESS EASEMENT

The undersigned covenants and agrees that the access easement(s) may be utilized by any person or the general public for ingress and egress to other real property, and for the purpose of general public vehicular and pedestrian use and access, and for the Fire Department, Police and emergency use in along, upon and across said premises, with the right and privilege at all times of the City of Frisco, its agents, employees, workmen and representatives having ingress, egress, and regress in, along, upon and across said premises.

FIRE LANE EASEMENT

The undersigned covenants and agrees that he (they) shall construct upon the fire lane easements, as dedicated and shown hereon, a fire apparatus access road in accordance with the Fire Code and City standards and that he (they) shall maintain the same in a state of good repair at all times in accordance with City Ordinance. The fire lane easement for the fire apparatus access road shall be kept free of obstructions in accordance with City Ordinance. The maintenance of pavement in accordance to City Ordinance of the fire lane easements is the responsibility of the owner. The owner shall identify the fire apparatus access road in accordance with City Ordinance. The Chief of Police or his/her duly authorized representative is hereby authorized to cause such fire lane and utility easements to be maintained free and unobstructed at all times for fire department and emergency use.

This plat approved subject to all platting ordinances, rules, regulations and resolutions of the City of Frisco, Texas.

WITNESS, my hand, this ______ day of ______, 20_____.

BY: WHITESTONE SHOPS AT STARWOOD, LLC, Owner of Lot 3R

- By: Whitestone REIT Operating Partnership, LP a Delaware limited partnership, its sole member
- By: Whitestone REIT, a Maryland real estate
- investment trust, its general partner

John J. Dee, COO

STATE OF TEXAS COUNTY OF _____

BEFORE ME, the undersigned, a Notary Public in and for The State of Texas, on this day personally appeared John J. Dee, the COO of Whitestone REIT, the general partner of Whitestone REIT Operating Partnership LP, the sole member of Whitestone Shops at Starwood, LLC, a Delaware limited liability company, on behalf of said limited liability company, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of ______, 20_____.

Notary Public, State of Texas

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, WHITESTONE SHOPS AT STARWOOD - PHASE III, LLC, acting herein by and through its duly authorized officers, does hereby certify and adopt this plat designating the herein above described property as EXXON ADDITION, BLOCK A, LOT 4R, an addition to the City of Frisco, and does hereby dedicate to the public use forever, the streets and alleys shown

WHITESTONE SHOPS AT STARWOOD - PHASE III, LLC, does herein certify the following:

- 1. The streets and alleys herein are dedicated in fee simple for street and alley purposes.
- 2. All public improvements and dedications shall be free and clear of all debt, liens, and/or encumbrances.
- 3. The easements and public use areas, as shown and created by this plat, are dedicated for the public use forever for the purposes indicated on this plat.
- 4. No buildings, fences, trees, shrubs or other improvements or growths shall be constructed or placed upon, over or across the easements as shown, except that landscape improvements may be place in landscape easements if approved by the City of Frisco.
- 5. The City of Frisco is not responsible for replacing any improvements in, under, or over any easements caused by maintenance or repair.
- 6. Utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and City of Frisco's use thereof.
- 7. The City of Frisco and public utilities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in the easements.
- 8. The City of Frisco and public utilities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time procuring permission from
- 9. All modifications to this document shall be by means of plat and approved by the City of Frisco.

ACCESS EASEMENT

The undersigned covenants and agrees that the access easement(s) may be utilized by any person or the general public for ingress and egrees to other real property, and for the purpose of general public vehicular and pedestrian use and access, and for the Fire Department, Police and emergency use in along, upon and across said premises, with the right and privilege at all times of the City of Frisco, its agents, employees, workmen and representatives having ingress, egress, and regress in, along, upon and across said premises.

FIRE LANE EASEMENT

The undersigned covenants and agrees that he (they) shall construct upon the fire lane easements, as dedicated and shown hereon, a fire apparatus access road in accordance with the Fire Code and City standards and that he (they) shall maintain the same in a state of good repair at all times in accordance with City Ordinance. The fire lane easement for the fire apparatus access road shall be kept free of obstructions in accordance with City Ordinance. The maintenance of pavement in accordance to City Ordinance of the fire lane easements is the responsibility of the owner. The owner shall identify the fire apparatus access road in accordance with City Ordinance. The Chief of Police or his/her duly authorized representative is hereby authorized to cause such fire lane and utility easements to be maintained free and unobstructed at all times for fire department and emergency use.

DRAINAGE AND DETENTION EASEMENT (UNDERGROUND DETENTION)

The area or areas shown on the plat is called "Drainage and Detention Easement shall remain accessible at all times and shall be maintained by the Owners of the lot or lots that are traversed by, or adjacent to the Drainage and Detention Easement. The City will not be responsible for the maintenance and operation of the drainage facilities within the Drainage and Detention Easement or for any damage to private property or person that results from conditions within the Drainage and Detention Easement. No obstruction to the natural flow of storm water run-off shall be permitted by construction of any type within the Drainage and Detention Easement, unless approved by the Director of Engineering Services. Each property owner shall keep the Drainage and Detention Easement traversing or adjacent to their property clean and free of debris, silt, and any materials that would result in unsanitary conditions or obstruct the flow of water, The City shall have the right of ingress and egress for the purpose of inspection and supervision of maintenance work by the property owner. The City shall not be held liable for any damages of any nature resulting from the failure of facilities within the Drainage and Detention Easement. The City shall have the right to enter upon the Drainage and Detention Easement at any point, or points, to investigate, survey or construct and maintain any drainage facility deemed necessary for drainage purposes.

This plat approved subject to all platting ordinances, rules, regulations and resolutions of the City of Frisco, Texas.

WITNESS, my hand, this ______ day of ______, 20_____.

BY: WHITESTONE SHOPS AT STARWOOD - PHASE III, LLC, Owner of Lot 4R

- a Delaware limited partnership, its sole member
- By: Whitestone REIT, a Maryland real estate investment trust, its general partner

By: Whitestone REIT Operating Partnership, LP

John J. Dee, COO

STATE OF TEXAS COUNTY OF _____ BEFORE ME, the undersigned, a Notary Public in and for The State of Texas, on this day personally appeared John J. Dee, the COO of Whitestone REIT, the general partner of Whitestone REIT Operating Partnership LP, the sole member of Whitestone Shops at Starwood - Phase III, LLC, a Delaware limited liability company, on behalf of said limited liability

company, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated. GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of ______, 20____.

STATE OF ______ §

Notary Public, State of Texas

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF _____ §

THAT WILMINGTON TRUST, NATIONAL ASSOCIATION, AS TRUSTEE FOR THE REGISTERED HOLDERS OF RBS COMMERCIAL FUNDING, INC., COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2014-C23, the lien holder of Exxon Addition, Block A, Lot 3R, does hereby consent to the replat of said Lot 3R, and does hereby join, approve and consent to the dedication to the public use forever the streets, easements and all other lands intended for public dedication as shown hereon.

BY: WILMINGTON TRUST. NATIONAL ASSOCIATION. AS TRUSTEE FOR THE REGISTERED HOLDERS OF RBS COMMERCIAL FUNDING, INC., COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES. SERIES 2014-C23

By: Wells Fargo Bank, N.A., solely in its capacity as General Master Servicer, as authorized pursuant to that certain Pooling and Servicing Agreement dated as of September 1, 2014

COUNTY OF _____ § ___, 20___, personally appeared before me ___ NATIONAL ASSOCIATION, acting in its authorized capacity as General Master Servicer for and on behalf of WILMINGTON TRUST, NATIONAL ASSOCIATION, AS TRUSTEE FOR THE REGISTERED HOLDERS OF RBS COMMERCIAL FUNDING, INC., COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2014-C23, signer and sealer of the foregoing instrument and acknowledged the same to be his/her free act and deed and the free act and deed of said entities, before me. He/she is personally known to me or has

Notary Public, State of _____

My commission expires:

produced a driver license as identification.

CERTIFICATE OF APPROVAL

APPROVED this __ day of _ by the Planning & Zoning Commission of the City of Frisco, Texas.

PLANNING & ZONING COMMISSION CHAIR

CITY SECRETARY

PLANNING & ZONING COMMISSION SECRETARY

REPLAT **EXXON ADDITION** BLOCK A, LOTS 3R & 4R

8.808 ACRES BEING A REPLAT OF EXXON ADDITION BLOCK A, LOTS 3R AND 4 OUT OF THE JAMES BOLIN SURVEY, ABSTRACT NO. 32 CITY OF FRISCO, COLLIN COUNTY, TEXAS CITY PROJECT # RP16-0011

Fax No. (972) 335-3779

Sheet No.

3 OF 3

Project No.

064409101

The purpose of this Replat and Revised Conveyance Plat is to modify the common property line of Lots 3R and 4. Block A of Exxon Addition, and to dedicate easements necessary for the development of Lot 4.

> Kimley-Horn and Associates, Inc. 5750 Genesis Court, Suite 200 Frisco, Texas 75034 Phone: 972-335-3580 Fax: 972-335-3779 Contact: John Holcomb, P.E. SURVEYOR:

Frisco, Texas 75034 FIRM # 10193822 <u>Scale</u> Drawn by Checked by <u>Date</u> N/A SG KHA 10/24/2016 WNER (LOT 3R): nitestone Shops at Starwood, LLC and o Whitestone REIT Operating Partnershi 2600 South Gessner Road, Suite 500

Houston, Texas 77063 Phone: 713-435-2210 Contact: Christine Mastandrea WNER (LOT 4R): Kimlev-Horn and Associates, Inc. hitestone Shops at Starwood - Phase III, LL 5750 Genesis Court, Suite 200 o Whitestone REIT Operating Partnership. 2600 South Gessner Road, Suite 500 Phone: 972-335-3580 Houston, Texas 77063 Fax: 972-335-3779 Phone: 713-435-2210 Contact: Sylviana Gunawan, R.P.L.S

Contact: Christine Mastandre